

CONTRACT NO: 09-0130-08

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Hostage Negotiation Command Vehicle. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 09-0130-08

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B - BID BOND
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - QUOTATION SUMMARY
 - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by 2:00 PM EST, November 17, 2008.

Bids shall be submitted to:

**Department of Safety and Homeland Security
Central Fiscal Office
DSP Main Bldg
1441 N. DuPont Hwy
Dover DE 19901**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please submit all questions in writing to Jennifer Dittman at Jennifer.Dittman@state.de.us.

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Hostage Negotiation Command Vehicle
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Hostage Negotiation Command Vehicle requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for one year from the award date. Each contract may be renewed for two years at one-year increments through negotiation between the contractor and the Department of Safety and Homeland Security, Delaware Emergency Management Agency. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices shall remain firm for the term of the contract.

5. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Department of Safety and Homeland Security, Delaware Emergency Management Agency shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

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7. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

8. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

9. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

10. **BID BOND REQUIREMENT:**

A. Each bidder shall furnish a bond to the State of Delaware for the benefit of the Department of Safety and Homeland Security, Delaware Emergency Management Agency in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the Department of Safety and Homeland Security, Delaware Emergency Management Agency in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

B. Bid Bond is waived.

11. **PERFORMANCE BOND REQUIREMENT:**

A. Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Department of Safety and Homeland Security, Delaware Emergency Management Agency with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Department of Safety and Homeland Security, Delaware Emergency Management Agency bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in the Department of Safety and Homeland Security, Delaware Emergency Management Agency Bond Form.

B. Performance Bond waived

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12. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

Administrator, James E. Turner, III
Contract No. 09-0130-08
State of Delaware
Delaware Emergency Management Agency
165 Brick Store Landing Road
Smyrna, DE 19977

Note: The State of Delaware shall not be named as an additional insured.

B. Certificate of Insurance is not waived.

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13. **BASIS OF AWARD:**

The Department of Safety and Homeland Security, Delaware Emergency Management Agency shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Department of Safety and Homeland Security, Delaware Emergency Management Agency reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

14. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish the Department of Safety and Homeland Security, Delaware Emergency Management Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

15. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

16. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

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17. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department of Safety and Homeland Security, Delaware Emergency Management Agency shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Department of Safety and Homeland Security, Delaware Emergency Management Agency must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

20. **MANDATORY USAGE REPORT:**

Mandatory Usage Report is waived.

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21. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

22. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

23. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

24. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. **PRODUCT SUBSTITUTION:**

The agencies or school districts All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Department of Safety and Homeland Security, Delaware Emergency Management Agency to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, the Department of Safety and Homeland Security, Delaware Emergency Management Agency. The Awarded vendor(s) shall submit their **W-9** with the executed contract form.

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27. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

28. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

29. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

30. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

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32. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

33. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

34. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

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The Vendor(s) shall provide all materials and labor to satisfy the Department of Safety and Homeland Security, Delaware Emergency Management Agency need for the Hostage Negotiation Command Vehicle, as described herein. The Vendor(s) must complete the technical specification worksheet provided below and include with bid submission in order to be considered for the contract award. All sections answered with "no" must provide an explanation. If an alternate or exception is proposed, please provide detailed information in the Exceptions section or in a separate document.

Questions regarding the Invitation to Bid will be answered in a questions and answers document placed on the following website: <http://www.dema.delaware.gov>.

TECHNICAL SPECIFICATIONS

NOTE:				
Item Number	Description (Choose Yes or No to confirm if you offer the specification)	Yes	No	Exceptions
Dimensions				
1	Overall Length 30 ft.			
2	Exterior Width 102 in.			
3	Overall Height 11 ft. 10 in.			
4	Interior Width 96 in.			
5	Interior Headroom 80 in.			
6	Interior Floor Length (behind cab area) 24 ft.			
7	Slide out in command room 140 in.			
Chassis Specifications				
8	Chassis Type Front Engine, Ford F53 or approved equal			
9	Wheelbase 190"			
10	GVWR 18,000 lbs			
11	Frame: High tensile strength carbon steel			
12	Engine: 6.8L Superduty SOHC EFI 3-valve gasoline engine, 362 horsepower or approved equal			
13	Transmission 5-speed automatic overdrive transmission			
14	Alternator 12V, 130 amp			
15	Battery: 12V maintenance free, 750 CCA, 78 amp/hr.			
16	Brakes: Provide power front and rear disc brakes with 4-wheel anti-lock. Parking brake to be foot operated with hand release.			
17	Fuel Tank: 75 (U.S.) gallon capacity minimum. Locate between frame rails with driver's side fuel fill. "Gasoline Fuel" label to be permanently mounted near fuel fill. Generator fuel pickup tube to be installed by fuel tank manufacturer, set at depth not to empty tank.			
18	Suspension: Provide front and rear shock absorbers. Provide front and rear stabilizer bars.			

19	Rear Axle: Provide 5.38:1 axle ratio			
20	Steering: Heavy-duty power steering system designed for weight and application of vehicle. Tilt steering column and two-spoke 18" black steering wheel.			
21	Cooling: Provide anti-freeze protection; ethylene glycol, 50/50, to -35°F. With coach fully loaded to maximum GVWR while climbing a seven mile long, seven per cent grade at minimum speed of 35 mph, cooling system furnished shall be capable of adequately cooling both the engine and transmission at an ambient temperature of 115 degrees F.			
22	Horns: Provide dual electric horns and an audible back up alarm designed to automatically activate when the transmission is placed in reverse gear.			
23	Instruments: Fuel level, engine coolant temperature, engine oil pressure, electronic speedometer with odometer, tachometer, alternator gauge; directional signal and high beam indicator, warning light.			
24	Tires: Tires furnished shall comply with FMVSS 119. Tires shall be radial, tubeless with highway tread. Seven (7) tires to be furnished. Spare tire shall be provided and be mounted below floor. 245/70R19.5F tubeless radials minimum.			
25	Wheels: All wheels furnished shall comply with FMVSS 120. Wheel size, rim with rear dual spacing shall be as recommended and approved by the Tire and Rim Association. Seven (7) wheels shall be furnished. 19.5" steel, 8-bolt minimum.			
26	Miscellaneous: Provide cruise control integrated into steering wheel. Provide a trailer hitch, rated 5,000 lb. minimum. Provide automotive air conditioning, blend air system.			
Body Specifications				
27	Body shall be coach style, flat interior floor. Body framework to be welded aluminum designed to be durable, and adequately reinforced at all points where road shock and vibration stress concentration occurs. All cab steel to be electroplated for rust protection and to eliminate corrosion and oxidation concerns.			
28	Provide interlocking extruded aluminum structural components.			
29	Provide truss design steel risers for the floor structure and storage compartments.			
30	Provide hydraulic or electric powered slide out room in command area, 140" minimum length.			
31	Exterior skin to be fiberglass, smooth one piece, high gloss, bright white. Exterior side paneling shall be designed to contribute to the overall			

	structural integrity of the coach body.			
32	Roof shall be one piece fiberglass, run the full length of the roof and provide sufficient strength for walking. Roof to be crowned for water run-off. Provide a 10 year parts and labor roof skin warranty.			
33	Roof to be structurally reinforced in the area where each air conditioner is installed. Roof reinforcement shall address not only the weight of the air conditioner unit, but also the additional stress created by the continual vibration of the unit when in operation. Coach roof shall be adequately caulked and sealed from moisture and the environment in general around the area of the air conditioner installation.			
34	Body shall have one (1) swing out main entrance door, 28" wide x 81" high minimum, on right side in cargo area. Door shall be double constructed aluminum with polystyrene foam insulation in the core with a fixed window 18" wide x 28" high, slam type latch and dead bolt lock. Black out curtain to be provided for entrance door window.			
35	Two (2) interior stepwells at main entrance door. Each step tread shall be molded non-slip rubber tread material. The treads shall be securely fastened and silicone sealed at the edges. Each step riser shall be finished in <i>Roppe</i> or equal commercial rubber.			
36	Main entrance door to have one (1) dual electric step, equipped with permanent magnet motor and control unit, door activated with ignition override. Steps to be equipped with power switch to allow steps to be locked in the down position when entrance door is open. Steps to be wired to engine battery, finished black with yellow stripe w/ textured skid surface.			
37	Provide steel handrail, 30" minimum, on interior of vehicle at entry stepwell.			
38	Full body width integrally molded rear bumper.			
39	Front bumper, integrally molded into front cap, steel reinforcement.			
40	Provide fiberglass, single panel, hinged hood for service, fluid checks and fill points.			
41	Exterior mirrors to have 60 sq. in. minimum viewing area, flat glass and 30" minimum viewing area, convex glass.			
42	Tinted laminated safety glass windshield to be mounted in steel with non-hardening sealants. All glass furnished to be automotive Approved Safety type. Provide driver and passenger sun visors.			
43	Windshield wiper motor and wiper arms mounted in steel. Wipers provide intermittent feature with single motor and pantograph arms.			

44	Holding tank compartment to be heated.			
45	Exterior compartments, lighted, fully hinged with gas strut supports and a single paddle latch release. Maximize exterior storage space where available including storage compartments which extend with slide out room.			
46	Daytime running lights. Four (4) Halogen front headlights to be included, 6" x 4" each. Upper brake light to be provided located in the middle of the rear of the vehicle, 10" wide and located 40" over the rear bumper.			
Driver/Passenger Cab Area				
47	High-back driver's bucket seat with multi-position armrests, headrest, recline, multi-adjustable, lumbar support and three point shoulder and lap seat belt with retractors. 180 degree swivel and slide pedestal control.			
48	High-back passenger's bucket seat with multi-position armrests, headrest, recline, multi-adjustable, lumbar support and three point shoulder and lap seat belt with retractors. 180 degree swivel and slide pedestal control.			
49	Provide overhead storage over windshield.			
50	Provide wrap around pleated curtain for windshield.			
51	AM/FM stereo cassette/CD with digital clock to be located in the dashboard easily accessed by driver. Provide flexible roof mounted radio antenna. Include two (2) cab area speakers, 6" each.			
52	Weather band radio with push button control for weather updates.			
53	Provide one (1) storage console/drink tray on engine compartment.			
54	Provide sign on dashboard with vehicle height clearly listed.			
55	Provide payload sticker in cab area with vehicle axle loads and available axle payload as built.			
Interior				
56	Bench seats to have sculptured backs and seats. Low density foam required to retain original shape in heavy duty service. Frame to be 1" minimum, 14-gauge, high carbon steel tubing. Cushioning materials, and coverings meet or exceed FMVSS-302.			
57	Adjustable ergonomic office type chair, with pneumatic height control, swivel pedestal and five (5) caster wheels to be provided for each workstation. Chairs shall be cloth upholstered, seat height and back supports shall be adjustable. Chairs shall be secured in knee space area for travel by a strap or bungee cord. All chairs to have protective plastic edge on rear corners to prohibit damage from countertop			

	edges.			
58	Provide sliding pocket door between command area and communications room. Exterior of door to be finished with dry erase board on both sides.			
59	Provide LP powered forced air furnace, 30,000 BTU's minimum. Vents to be placed in floor to distribute an even amount of heat to all areas.			
60	Commercial grade non-skid commercial grade rubber flooring <i>Roppe</i> , or equivalent, 3.175 MM thickness minimum with 28.97MM non-slip round studs. Customer selected color. Driver cab area and engine area to be finished with commercial grade carpet, low profile design, 100%, 30 oz. minimum with a 5-year warranty.			
61	Finished ceiling to be sound absorbing, flame retardant, solution dyed polypropylene fiber material, 24 oz. minimum. Class A rated per ASTM E-84. Continuous run from front to rear.			
62	Walls and ceiling insulated with polyurethane block foam sheet insulation bonded and routed to incorporate framework.			
63	Provide dry erase marker boards on walls where possible. At a minimum provide three (3) 24" wide x 27" high dry erase boards in communications room and one (1) 36" wide x 24" high dry erase board in command area.			
64	Three windows to be provided. One window in entry door as described. One emergency exit window to be provided in communications room on drivers side of vehicle, 40" wide x 24" high minimum with quick release emergency handles, aluminum mini blinds and vinyl covered valance. One slider window to be provided next to radio console, 15" wide x 28" high with black out curtain.			
Lavatory				
65	Provide solid hinged door for lavatory access. Minimum dimensions of lavatory to be 44" wide and 38" deep.			
66	Provide 14" x 14" ceiling vent with power fan.			
67	Install one (1) 12" x 14" sink in lavatory.			
68	Install one (1) <i>Aqua Magic</i> toilet or approved equal in lavatory.			
69	Install toilet tissue holder in lavatory.			
70	Install one (1) GFCI duplex wall outlet in lavatory area.			
71	Install one wall mounted mirror with beveled edge, approximately 17" wide x 28" high.			
72	Lavatory to include one 12" ceiling light with wall switch and one 7" minimum under cabinet light.			
73	Provide one (1) lavatory storage drawer 15" wide x 7" high minimum.			
74	Storage area below sink to be provided with			

	approximately 15" wide x 26" high access door.			
Galley				
75	One (1) Sylvania SR-11092 or equal, 900 watt microwave oven custom built into overhead cabinet.			
76	Provide <i>Black & Decker</i> or equal space maker coffee maker mounted under overhead cabinet with stainless steel safety pin.			
77	One (1) 12V DC / 120V AC flush mount double door refrigerator/freezer or approved equal. Minimum of 6.0 cu. ft. capacity with positive locking handles, automatic light switch.			
78	Install one (1) 10" x 14" stainless steel sink with chrome-plated laboratory style sink hardware in galley.			
79	Install one (1) GFCI duplex wall outlet in galley area			
80	Provide a minimum of eight (8) storage drawers in galley area.			
Water System				
81	Provide water tank, six (6) gallon fast recovery gas water heater, demand water pump, monitor panel, and dual 40 gallon holding tanks minimum.			
82	Install water tank and battery monitor panel in galley area with water pump switch.			
83	Water pump with accumulator tank, <i>Surflo</i> or equal, 2.8 GPM .			
84	Water inlet with a non-regulated tank fill, with locking access door.			
85	All plumbing pressure pipes shall be CPVC.			
86	Sewage hose and dump valve shall be provided for holding tank.			
Cabinets				
87	Fabricate and install interior storage cabinets, countertops, shelves, tables and workstations.			
88	Cabinets finished in <i>Wilson Art</i> , or equal laminate. All overhead cabinet doors to be hinged at top with "hands free" retainer.			
89	All overhead cabinet doors to have dry erase board finish, except in cab area. Oak or smoked glass doors to be provided in cab area on storage cabinets over windshield.			
90	Provide electronics closet, midship on door side of vehicle. Minimum dimensions 30" deep x 20" wide and 48" high.			
91	Provide one (1) general storage closet, next to electronics closet with light and wall switch mounted in isle. Minimum dimensions 27" deep x 26" wide and 48" high.			
92	Radio console to be provided rear of passenger seat for use when passenger seat is rotated 180 degrees. Console to be approximately 12" above counter height and 33" wide x 12" deep.			

	Provide one (1) halogen light mounted under overhead cabinet for use at radio control desk.			
93	No fiberboard in construction of cabinetry.			
94	Overhead shelf in communications room for optional 13" TV with 120 volt / 12 volt outlets and an antenna lead.			
95	All areas where countertops, cabinets, bulkheads and walls meet to be custom finished to fit. No silicone used on interior finish.			
96	Provide pencil drawers at each workstation location with metal slides.			
97	Hinged panel under countertops to access radio transceivers wherever applicable.			
98	Countertops to be constructed of 3/4" plywood with color coordinated 1/16" laminate. All exposed edges to be 3/4" x 1_1/2" solid oak with beveled top edge to prevent chipping.			
99	Removable tables to be located in command/conference room in front of each sofa, 54" x 18" minimum.			
100	Provide two drawer metal filing cabinet in communications room with locking drawers, 14" wide x 22" deep minimum.			
120/240 V AC Electrical System				
101	All wiring shall meet or exceed NEC or applicable FMVSS standards.			
102	Provide one (1) <i>Onan</i> 4 KW air-cooled gasoline powered generator or approved equal. The generator is to be mounted in a custom fabricated galvanized steel compartment with full length hinge and door hold up.			
103	Generator compartment to be insulated with high density sound absorbing foam and oil resistant foil faced lining.			
104	Generator shall be plumbed to draw fuel from chassis fuel tank.			
105	All 120/240V AC main wiring is to be stranded, bundled and color coded THHN wire.			
106	Provide 30 amp, 25' shore cord.			
107	Install one (1) 120/240V AC control panel with generator and shore power main breaker UL listed.			
108	Install duplex wall outlets at each workstation.			
109	One (1) 115 volt rated AC type, UL listed, roof mounted air conditioner unit. Air conditioning system to be centrally-ducted in the ceiling with a minimum of ten (10) ceiling vents. Unit shall be minimally rated by manufacturer at 13,000 BTU output capacity. Provide wall mounted temperature thermostat.			
110	All electrical circuits and appliances shall conform to applicable national electrical codes.			
111	Provide exterior 120 volt outlet on driver side of vehicle.			

12V DC Electrical System				
112	In addition to the chassis batteries, two (2) group 24 deep-cycle batteries to be provided. Batteries to be installed underfloor in weather resistant compartment.			
113	All 12V wiring THHN stranded, bundled, color coded and numbered.			
114	Provide one (1) 45 amp minimum power converter, <i>lota</i> or equal, with charger to convert 120V nominal AC to 13.6V DC to include reverse battery polarity protection, brown out input protection. Fan speed to be controlled by converters internal ambient temperature.			
115	One (1) solenoid to be installed to allow alternator to charge the main and auxiliary batteries while vehicle engine is running.			
116	Provide 12V DC control panel with UL listed magnetic/hydraulic circuit breakers with LED indicators to show activation.			
117	A minimum of eight (8) white light fixtures to be installed on ceiling.			
118	A minimum of six (6) white light fixtures to be mounted under the overhead cabinets.			
119	Provide one (1) interior light near entry door steps and one (1) exterior light next to entry door.			
WIRING REQUIREMENT				
120	All added electrical circuits shall be protected from over current by resettable circuit breakers appropriately rated for the load.			
121	Circuit breaker functions are to be identified by engraved or printed labels.			
122	All wiring shall be numbered or lettered on 6" centers minimum.			
123	All wiring is to be protected from chafing and abrasion.			
124	Where wire passes through sheet metal, bulkheads and structural supports plastic grommets shall be used to protect both wiring and wire looms.			
Miscellaneous Features				
125	One (1) non powered roof ventilator in command area.			
126	One (1) 9V smoke alarm, ceiling mounted.			
127	One (1) LP leak detector to be located near entry door.			
128	One (1) 10 B.C. fire extinguisher located near entry door.			
129	Provide radio power to three (3) work stations.			
130	Pre wire for Mast and Camera and pass thru for Throw Phone			
131	Install pass thru for connections to customer supplied throw phone.			

132	Reinforcement of the rear wall to facilitate later installation of Wilbuurt 5/20 mast.			
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BID QUOTATION REPLY SECTION

CONTRACT NO: 09-0130-08

Hostage Negotiation Command Vehicle

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Safety and Homeland Security, Delaware Emergency Management Agency by 2:00 PM, November 17, 2008 at which time bids will be opened.

Bids shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids may be hand delivered to the Division at the address (b) listed below. Bids forwarded by U.S. Mail shall be sent first class to the address listed (a) below. Bids forwarded by delivery service other than U.S. Mail must be delivered to address (b) listed below:

- A. U.S. Mail (***not recommended***):
Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903
- B. Other Delivery:
Department of Safety and Homeland Security
Central Fiscal Office
DSP Main Bldg
1441 N. DuPont Hwy
Dover DE 19901

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

CONTRACT NO.: 09-0130-08

BID QUOTATION

Warranty:

DELIVERY

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

CONTRACT TOTAL VALUE \$_____

COMPANY

DATE _____

**State of Delaware
Department of Safety and Homeland Security
Central Fiscal Office
DSP Main Bldg
1441 N. DuPont Hwy
Dover DE 19901**

NO BID REPLY FORM

CONTRACT #09-0130-08

CONTRACT TITLE: Hostage Negotiation Command Vehicle

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document.
Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the
manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Bidder's List for these goods or services.

_____ We wish to be deleted from the Bidder's List for these goods or services.

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of
_____ of the County of _____ and State of
_____ principal, and _____ of
_____ of the County of _____ and the State of
_____ as surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the State of Delaware in the sum of _____
Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract
No. _____ to be paid to said State of Delaware for the use and benefit of the
_____ of said State, for which payment well
(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole, firmly by these
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden
principal _____ who has submitted to said Agency of the State of
Delaware, a certain proposal to enter into a certain contract to be known as Contract No.
_____, for the furnishing of certain products and/or services within the said State of
Delaware shall be awarded said Contract No. _____, and if said _____
shall well and truly enter into and execute said Contract No. _____ and furnish
therewith such surety bond as may be required by the terms of said contract and approved by
said Agency, said contract and said bond to be entered into within twenty days after the date of
official notice of the award thereof in accordance with the terms of said proposal, then this
obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____
in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

(Seal) BY

Corporate
Seal

Title

BY

Name of Surety (Seal)

(Seal)

Title

CONTRACT NO.: 09-0130-08
TITLE: Hostage Negotiation Command Vehicle
OPENING DATE: November 17, 2008

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Department of Safety and Homeland Security, Delaware Emergency Management Agency.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, the Department of Safety and Homeland Security, Delaware Emergency Management Agency.

COMPANY NAME _____

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

**The Department of Safety and homeland Security
Delaware Emergency Management Agency**

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.
- c. Six (6) copies of the Bid will be submitted in a sealed envelope clearly marked with the name of the offeror and labeled Hostage Negotiation Command Vehicle. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining five (5) copies can be provided on compact discs.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Bids shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids may be hand delivered to the Division at the address (b) listed below. Bids forwarded by U.S. Mail shall be sent first class to the address listed (a) below. Bids forwarded by delivery service other than U.S. Mail must be delivered to address (b) listed below:

- A. U.S. Mail (***not recommended***): Department of Safety and Homeland Security
Secretary's Office - Central Fiscal Office
P.O. Box 818
Dover, Delaware 19903
- B. Other Delivery: Department of Safety and Homeland Security
Central Fiscal Office
DSP Main Bldg
1441 N. DuPont Hwy
Dover DE 19901

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.
- g. Failure to return the NON-COLLUSION STATEMENT provided near the end of this package with the bid or proposal. The bid or proposal marked "Master" or "Original" must have handwritten signatures. Signature stamps or photocopies of this form are not acceptable for the master proposal. Photocopies of the form may be used in any additional copies of the bid or proposal.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Safety and Homeland Security, Delaware Emergency Management Agency acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Department of Safety and Homeland Security, Delaware Emergency Management Agency of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C - GENERAL

1. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Department of Safety and Homeland Security, Delaware Emergency Management Agency will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Safety and Homeland Security, Delaware Emergency Management Agency in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

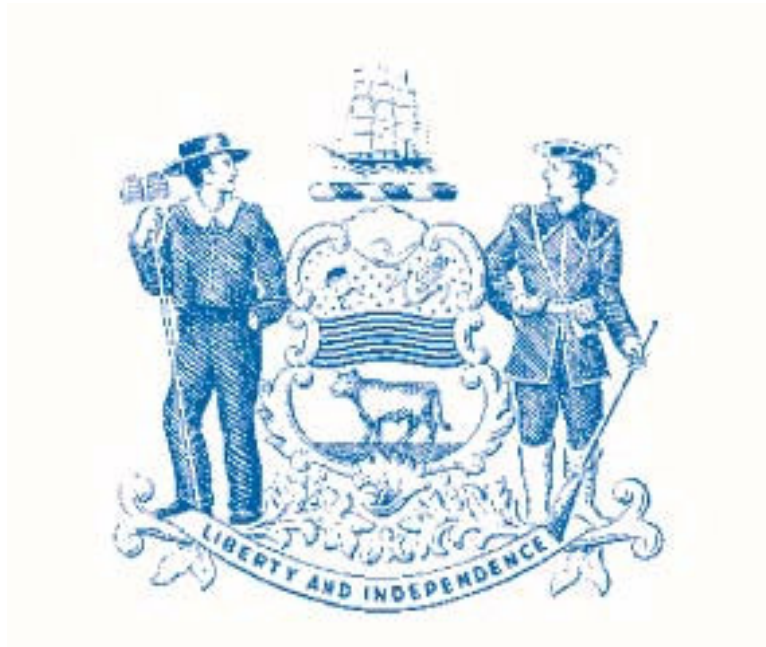
- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 01/16/07



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
- If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/LLP	Corp/S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
(Please reference above definitions)
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions."
(Please reference above definitions)

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
 Office of Women and Minority Business Enterprise
 Haslet Armory
 122 William Penn Street
 Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
 Incomplete applications will not be processed.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)				
Legal Name of Firm:				
Doing Business As (If applicable):				
Federal E.IN or SSN:		E-Mail Address:		
Address line 1:				
Address line 2:				
City		State	Zip Code	Country
Telephone Number:		Extension:	Fax Number:	
Company Web Site Address:				
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>
Sole Proprietor <input type="checkbox"/>		Joint Venture <input type="checkbox"/>		
Date firm was established?				
Date firm began doing business (date of first contract or sale)				

* Limited Liability Corporation

** Limited Liability Partnership

2. Primary owner applicant information				
Name:		Title:		
Home Address:		City:	State:	Zip Code: Country:
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:		
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.					
5. Five digit North American Industry Classification System (NAICS) Code(s): (To assist you in determining your NAICS Code(s) go to www.census.gov/naics)					
1.	2.	3.	4.	5.	6.

6. Type of Business		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.				
Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) ☐ No ☐ Yes

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
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(B) Year Ending:	Gross Receipts:
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11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:		Contact:
Phone:	Fax:	Email:
Address:		
Accountant:		Contact:
Phone:	Fax:	Email:
Address:		
Bank:		Contact:
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below)

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.		
1. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
2. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
3. Company or Individual:		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19. How did you hear about the Office of Minority and Women Business Enterprise:

- | | |
|--|---|
| <input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization | <input type="checkbox"/> OMWBE staff at a trade show or expo |
| <input type="checkbox"/> OMWBE's web site | <input type="checkbox"/> Materials published by OMWBE |
| <input type="checkbox"/> Referred by another organization | <input type="checkbox"/> Referred by the owner of an MBE or WBE |
| <input type="checkbox"/> Delaware state employee | <input type="checkbox"/> Other, please explain briefly: |

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of
_____ a.d.

Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date

